



**TOWN OF NEWINGTON**

**REQUEST FOR PROPOSALS**

**FULL INSPECTION REVALUATION SERVICES**

**OF TAXABLE & EXEMPT  
REAL PROPERTY**

**FOR THE GRAND LIST  
OF OCTOBER 1, 2011**

**Date Due: December 3, 2009**

**TOWN OF NEWINGTON  
131 CEDAR STREET  
NEWINGTON, CT 06111**

## TABLE OF CONTENTS

Request for Proposals	3
I. Qualifications Statement	4
Requirements Checklist	7
II. Selection Process	13
III. Other	13
IV. Specifications for Full Inspection Revaluation Services	15
A. Definitions	15
B. Scope of Reappraisal and Revaluation	15
C. Scope of Full Inspection Reappraisal and Revaluation	16
D. Effective Date	19
E. Town Data	19
F. General Conditions	20
G. Protection of the Town	21
H. Changes and Subletting of the Contract	24
I. Completion Date and Time Schedule	24
J. Assessment Date	26
K. Delays	26
L. Payment Schedule	26
M. Responsibilities of the Contractor	28
N. Informal Public Hearings	31
O. Board of Assessment Appeals	32
P. Appraisal of Residential Buildings and Structures	36
Q. Data Mailers	37
R. Appraisal of Commercial, Industrial, Public Utility, and Special Purpose Properties	39
S. Responsibilities of the Town	41
T. Transmittal of Deliverables to the Assessor	43
CT Statute – Revaluation of Real Estate Regulations, Sec. 12-62	45
Fee Proposal	49
Contract	51

Town of Newington  
Request for Proposals

The Town of Newington is accepting proposals for a 'Full Inspection' Revaluation of all Real Property in the Town, effective October 1, 2011. Those interested in providing the Revaluation Services as set forth in the Town's specifications are invited to deliver 4 (four) copies of their Qualifications Statements to the Town Manager's Office, Town of Newington, 131 Cedar St., Newington, CT 06111, no later than 2:30 p.m. on December 3, 2009. Specification packages are available in the Town Manager's Office or on line at [www.newingtonct.gov](http://www.newingtonct.gov), after selecting "Doing Business" and "Bid Opportunities". All information pertaining to the respondent's technical and management approach to completing this project, including the timetable and staffing plan, shall be presented in the Qualifications Statement, which must address each of the issues set forth in the specifications package. The Town reserves the right to reject any or all responses and proposals received.

## TOWN OF NEWINGTON

### “FULL INSPECTION” REVALUATION SERVICES

#### I. QUALIFICATIONS STATEMENT

- A. The Town of Newington (hereafter the “Town”) is requesting Qualifications Statements from experienced property revaluation firms for professional services related to the complete reappraisal and revaluation of real property, both taxable and tax exempt, located within the corporate limits of the Town of Newington, Connecticut, effective October 1, 2011.
- B. Submissions shall be as required by this Request for Proposals. This is a two stage process. Respondents’ initial submittal shall be the Qualifications Statement, as set forth herein. The Qualifications Statement of each respondent shall be reviewed and evaluated by a selection committee. The Qualifications Statement shall provide sufficient information to specifically address the areas that the selection committee will rate each firm on. These areas are: technical competence; capacity and capability to perform the work within the time allotted; past record of performance on contracts with the Town of Newington and other Connecticut municipal clients with respect to such factors as converting and integrating data bases, quality of work and cooperation with the client; and knowledge of State and Town procedures and requirements.
- C. The Qualifications Statement shall contain a detailed listing of the qualified individuals who will be assigned to this project. The listing shall also reflect the method of internal management of the project necessary to insure efficient, cost effective use of staff. Resumes of all individuals to be associated with this project shall be provided. Resumes shall include similar experience and responsibility for that activity to be performed under this project. Personnel shall meet the requirements set forth in the General Conditions section of this Request for Proposals.
- D. The Qualifications Statement shall demonstrate the ability of the firm to respond to the needs of the Town. The Qualifications Statement shall demonstrate that the firm responding to this request (hereafter the “respondent”) shall have adequate size and be sufficiently staffed to perform this assignment.
- E. If the Qualifications Statement contains a joint-venture approach, overall responsibility must be clearly identified, as well as a detailed plan of delineation of work assignments. The Town will only contract with one principal firm. Should the personnel of any firm not possess the requisite skills, the respondent may subcontract for the skills needed. The Qualifications Statement shall indicate this intention and include the background on any such subcontractor.
- F. The Qualifications Statement format should contain a letter of transmittal, together with general information on the firm and all proposed subcontractors, the firm’s

brochure, the experience of the firm(s), a resume of key personnel, the fully completed Requirements Checklist, and all other information required in Section I (Qualifications Statement) of this Request for Proposals. The section of the response containing the experience of the firm should address the firm's skills and experience in municipal projects, as well as a description of work currently under contract with the firm.

- G. The letter of transmittal shall be signed by the individual authorized to negotiate for and contractually bind the respondent. It shall identify the person to whom the Town shall address all correspondence and questions regarding the Qualifications Statement.
- H. The firm selected will be expected to assist the Town of Newington Assessor's Office through the completion of this project by providing continuous technical assistance. At a minimum, respondents shall have successfully completed property revaluations of a similar nature for a minimum of five (5) other Connecticut municipalities with populations greater than 15,000 people (as identified in the 2009 State of Connecticut Register and Manual) in the past five years. The Town shall consider revaluations of a similar nature to include conversion to a fully operational and integrated Computer Assisted Mass Appraisal (CAMA) system, complete integration with the Town or City's GIS database, complete internet interface with the CAMA and GIS systems, and digital photographs of all real estate parcels. Respondents shall identify the municipalities for whom they have provided these services in their Qualifications Statement and provide reference contact names and telephone numbers for each. The Connecticut municipalities for which the respondent has performed digital imaging services in the past five years shall be clearly identified.
- I. The Town of Newington has purchased and is licensed to use the IAS World CAMA System, of Tyler technologies, Inc., CLT Division, 12 Goose Lane, Tolland, CT 06084. The Qualifications Statement must address the method associated with utilization of, or the conversion of, this data. The system must be fully loaded with all assessment data before the revaluation is completed. The software must provide an interchange file to move data to Quality Data Services of 121 Mattatuck Heights Road, Waterbury, Connecticut, 06705, the Town's current billing and collection system contractor. The CAMA system must interface with the Town of Newington GIS system. Conversion to the CAMA system must be completed no later than February 1, 2011. The Qualifications Statement shall address the method to convert this data and the method for maintaining both the data and the values in-house. The Qualifications Statement should also acknowledge that any conversion is solely the Contractor's responsibility and that all data entry will be the responsibility of the Contractor.
- J. The Town of Newington is committed to providing assessment information to the public via the internet and public computers at the Assessor's office. It is a requirement that the use of the World Wide Web for purposes of sharing data be part of the scope of work. The respondent shall include their Internet solution, connection to GIS database, and time frame for release as a part of the Qualification Statement.

- K. The Qualifications Statement shall include a list of the Connecticut revaluations contracts for which the respondent is currently committed and the expected completion dates. It shall include a list of Connecticut municipalities now using the respondent's Windows based CAMA software. It shall include a description and examples of the respondent's revaluation public relations program and world wide web public relations program. It shall include a copy of the respondent's current Connecticut Revaluation Certificate issued pursuant to Connecticut General Statutes §12-2c.
- L. The proposed software license agreement for the period from July 1, 2011 through June 30, 2014 shall also be provided as part of the Qualifications Statement. The proposed software license agreement shall identify the costs for warranty and maintenance fees, system licensing fees, and charges associated with applications modifications after completion of the project.
- M. Respondents shall complete the following Requirements Checklist by identifying if the respondent has and shall provide to the Town each item on the checklist. If a "Yes" (Comply) response is provided, then the item shall be provided exactly as stated. "No" (Will Not Comply) responses shall be considered as exceptions by the Town. Blanket exceptions ("No" [Will Not Comply] responses to all items under a particular heading) shall not be acceptable to the Town. Respondents are welcome to provide, in writing, any further information on "No" (Will Not Comply) responses, particularly if they feel that they have a substitute item that they believe is equal or superior to the stated requirement. The Town, at its' sole discretion, shall determine if it considers such substitute items to indeed be equal or superior.

REQUIREMENTS CHECKLIST	YES	NO
COMMON FUNCTIONS		
Utilize an Oracle RDMS and a GUI front end.		
Be able to export data from CAMA to the Municipality's tax collection systems.		
Maintain audit trail of all user changes to information on the Property Record Card.		
All modules of the new software will have on-line help available.		
Provide the ability to move between screens via a single click.		
Provide the ability to copy all data from one parcel to another.		
Provide the ability to make global/group update changes.		
Support multiple parcel search capabilities.		
Allow parcel searches that create subsets of parcels. Provide a table that allows a user to view and access parcels in the subset.		
Provide the ability to add, change, and update all fields which appear online.		
Provide a system that is table driven (e.g., user defined edits) and provide a comprehensive facility with on-line screens to maintain reference data.		
Allow field labels to be edited, enabled or disabled by the user.		
Allow user to define field properties including- data type, allowable table and whether the field is optional or required.		
Provide flexibility to adapt to changing legislation.		
Provide security at the screen/transaction level.		
Capture transaction history (e.g., transaction name, user id, date, and time) and change information (e.g., before and after data and values) for all adds, changes, and deletes.		
Provide access to transaction information.		
Support comprehensive, context sensitive on-line help for all screens.		
Provide comprehensive user training.		
Support on-line system manuals including a table of contents and search capability.		
Provide access to a help desk for user inquiries during normal business hours. (8:30 to 4:30).		
Accesses help information without exiting the active transaction.		
Allow property to be marked as fully or partially tax exempt.		
PARCEL MANAGEMENT APPLICATION		
Parcel Record Maintenance		
Maintain legal description of property. Support large field size to fully capture a lengthy legal description.		
Provide the ability to attach scanned or electronically created materials to individual records (e.g. a scanned-legal description from a deed).		
Allow for multiple or mixed use codes on single parcels. Multi-use parcels will also, at a minimum, capture percent of residential use.		
Assessment Notices		
Produce assessment notices or output file for printing of notices for all properties.		

REQUIREMENTS CHECKLIST (continued)	YES	NO
Produce assessment change notices for new construction or property improvements.		
<b>CAMA APPLICATION</b>		
<b>Basic Appraisal Functions</b>		
List the software your company uses and provide location for off site training.		
Ability to upgrade CAMA system with newest licensed version of software.		
Support the 3 standard approaches for property valuation: Cost Approach, Income Approach (commercial properties only) and Market approach (including multiple regression analysis).		
Support unlimited land and building valuation algorithms.		
Provide ability to compare values by approach for properties that are valued by more than 1 approach.		
Allow on-line update and printing of property record cards and work documents.		
Support on-line mass appraisal to assess multiple properties at the same time - by neighborhood, model type, zoning, a user-specified list of parcels, or by property type and class.		
Support separate valuation methods for each class of real property.		
Maintain a historical record of the original assessment values, revised assessment values, and date of change.		
Allow properties to be valued and revalued using different methods during each year. Track each change.		
Provide for the appraisal of special purpose property classes including the valuation of low or moderate income housing and tax exempt or abated properties.		
Provide a method for automatically grouping parcels for the assessor's field inspections by neighborhood, property class, building type, construction permit and those requiring sales verifications.		
Provide a field(s) for assessor comments on the property record card.		
Provide the ability to view and update all property characteristics on-line.		
Allow each section of a house/building to be fully described (including % complete) and valued separately.		
Provide the ability to list the percentage complete and value attributable to each part of a building that is less than 100% complete.		
Provide fields for separate property descriptions for outbuildings and improvements. Allow grading and size adjustments to be applied.		
Provide the ability to set size ranges on all outbuildings and extra features.		
Store cost-based appraisal rates for common outbuildings. Identify outbuildings which do not have a rate or flat value associated with them and allow user-defined rates to be input to the cost tables.		
Allow a variable and expandable number of fields to record property dimensions for even the most complex structures, and provide automatic calculation of total building area from the property sketch.		
Allow different user interfaces for different types of properties. (Residential, Commercial, Condos, etc.)		
Support the use of condo main parcels that describe all sections of a condo complex.		



REQUIREMENTS CHECKLIST	YES	NO
Support copying property characteristics from one parcel to one or more parcels.		
Provide the ability to apply different depreciation rates to multiple buildings on the same record.		
LAND		
Value land by multiple measures including, but not limited to, acreage, square foot, front foot, site and lot value. Provide the ability to adjust land values through percentage and fixed values set by the user.		
Support adjustments for flood plain, easements, land size, and other property features and allow valuation via user defined rates.		
Provide the ability to value contiguous land.		
Provide the ability to value land by cost, regression or by Z contour method.		
Allow the user to assign all valuation methodologies by neighborhood.		
Construction Permit Information		
Provide the ability for the assessor to input, time period, work status, inspection date and comments.		
Provide the ability to print a parcel's permit information.		
Record progress dates for beginning construction, final construction, and estimated inspection.		
Provide the ability for the assessor to view a history of permits for each parcel.		
Store Commercial Property Information		
Support multiple buildings and/or properties per appraisal unit on commercial properties.		
Support multiple parcels per building for commercial property.		
Provide the ability to view vacancy figures, rental figures, and other neighborhood rental information by property type.		
Provide the ability to view on-line current and historical income and expense survey data per property.		
Provide the ability to add, insert, delete, and selectively update tenant data and to perform lease analysis on stored tenant data.		
Provide the ability to capture tenant leasable area, lease date, actual rent, and market rent or economic rent.		
Support lease analysis capability to validate and test direct capitalization data.		
Cost Approach		
Provide a cost estimate for all building dimensions and features recorded for a property description. This should be done using 1 or more user definable valuation models.		
Provide flexibility to apply a particular cost algorithm to by neighborhood.		
Allow assessors to manipulate and edit cost algorithms.		
Provide the ability to update property depreciation by section when the effective age of a building section is changed.		
Provide for the estimation of replacement cost new and replacement cost new less depreciation.		
Allow for unlimited depreciation and size adjustment tables.		

REQUIREMENTS CHECKLIST (continued)	YES	NO
Sales Trending		
Support trending for total property value (e.g., land and improvements).		
Support use of a qualified sale after a parcel has been changed (a qualified sale that occurred prior to a subdivision or remodeling remains useful in market analysis approach valuation).		
Support the use of a qualified land sale in the sales trending approach to value after a property has been improved.		
Support ability to store note with each sales transaction.		
Based on a user defined table of reasons, "cull" sales that are deemed to be unqualified by assessors and mark these sales with the appropriate reason for removal.		
Market Approach		
Utilize unlimited, user definable, comparable sales models in application of the direct comparison approach.		
Choose up to 20 comparable properties. Automatically determine the top five comparable sales based on user-entered criteria. Allow the ability to edit the top five choices.		
Provide the ability to use distance when choosing comparables. Spatial data will be provided by the GIS system.		
Multiple Regression		
Provide for a market regression analysis (MRA) procedure.		
Allow assessors to specify and store model variables including the ability to support multiple models and statistical options for MRA valuation.		
Appraise Using Income Approach		
Support the one year direct income capitalization approach to value.		
Store commercial sales data to determine the direct capitalization rates for income analysis valuation.		
Calculate capitalization rates using alternate methods such as band of investment, mortgage equity, and GIM.		
Provide the ability to value commercial condominiums, town houses, hotels, apartments, and other rent mix property types.		
Support valuation using rent and tenant data based on lease analysis of actual tenants.		
Support valuation using vacancy information for various sub-markets.		
Support assessor override capability for income, expenses, and vacancy when appraising specific properties.		
Provide the capability to calculate median and mean rent per unit of measure, expense ratios and overall capitalization rates for any strata of commercial property.		
Capture gross rent, vacancy and collection loss, miscellaneous income, itemized expenses, and corresponding sale price for commercials properties.		
Provide for maintenance of income and expense date using various units of comparison such as net and gross leasable area, apartment units, etc.		
Sketching		
The system will provide the ability to create new sketches, modify, add, change or delete sketches with automatic computation of the square foot of building area. The sketch package must provide closure problem detection and correction features.		

REQUIREMENTS CHECKLIST (continued)	YES	NO
Support flexible on-line sketching software, which displays story height descriptions, an identifier for each section (e.g. porch, deck), and exterior wall dimensions for all sections of a building.		
Support rounded surfaces, angles, and irregularly shaped areas as well as square footage entries.		
Sketch program should also work with hand-held and/or pen-based field data devices, including download and upload capability.		
Automatically calculate perimeter and square footage from sketch sections.		
Compute total livable floor area on property from living area dimensions.		
Record detailed physical characteristics for a property, with the ability to describe and sketch each building on a property separately, including detached structures such as garages and sheds and the labeling of these structures.		
Provide the ability to copy sketches from one parcel to another as well as use sketches that are stored in a sketch library.		
Sketching software should be mouse driven.		
The sketch data should export into various image formats.		
Images, Associated Files		
Support a fully integrated imaging system - view unlimited images within the CAMA system along with associated information.		
Provide the ability to link spreadsheets, documents, voice/video clips to property records.		
Comparable Sales Database		
Provide a "snapshot" of the property, as it existed at the time of sale for use in sales analysis. Allow correction of the snapshot if it is later discovered that the assessment record did not correctly describe the property at the time of sale.		
Allow an unlimited number of user definable comparable sales algorithms.		
Produce an on-line comparable sales query and report based on user-defined criteria.		
Allow comparable sales reports to be printed to hard copy.		
Reports/Inquiries		
Provide the ability to print a user definable property record cards that differ by style of property.		
Produce on-line sales analysis reports.		
Produce an on-line comparable sales query and report based on user-defined criteria.		
Support queries on all data in the database		
Produce an on-line and printed report of neighborhood data trends, including sales and comparables.		
Provide a number of predefined reports.		
Allow many of the existing reports to be modified and saved by the user.		
Provide a simple manner for locating fields within the database. Users should be able to locate by database field name or screen label.		
Geographical Information System		
Provide the ability to spatially show the distribution of sales.		

REQUIREMENTS CHECKLIST (continued)	YES	NO
Provide the ability to spatially and statistically show property value and other parcel attributes.		
The system will also include specific fields that can be used to delete old or duplicate records from the tax attribute file. At a minimum, the date of the last transaction and a record identification number will be included.		
Provide the ability to view comparable properties on a map.		
Provide the ability to view and query all parcel data within a spatial environment.		
Sales Analysis		
Support on-line and printed statistical analysis of assessments including, but not limited to, sales ratios, coefficient of deviation, price related differentials, and other tests of the level and equity of assessments. The system will allow the results to be arrayed, and graphed. Allow the user to specify the records, variables, and types of analysis needed.		
Produce a report which shows an updated coefficient of deviation, stratified and segmented by class, as well as a general coefficient of deviation.		
Basic Appeals		
Allow multiple appeals to be tracked within a given year.		
Allow each appeal to be associated with other parties.		
Provide scheduling functionality and allow appeals to be grouped, at a minimum by attorney, neighborhood, and issue.		
The system will provide support of user-defined tracking identifiers.		
Provide the ability to identify properties that have been appealed in prior years.		
Provide ability to enter notes describing how a property was assessed for use in possible appeal.		
Provide the ability to track the all valuation change(s) made as the result of an appeal.		
Provide the ability to view online all appeal history and parcel information.		
Provide the ability to track tax court appeals. Provide fields such as dates, attorney & appraiser names, address & phone #'s for all parties.		
Provide the ability to print daily, weekly, monthly schedules.		
Provide summary reports regarding appeals within tax lists years (e.g., prior year added, current year).		
Provide reports regarding the status of hearings, notices, appeals, disposition, and judgments.		

## II. SELECTION PROCESS

- A. All firms wishing to be considered for this appointment shall submit four (4) sets of Qualifications Statements based on the format and requirements set forth in this Request for Proposals. Submittals shall be received at the Town Manager's Office, 131 Cedar Street, Newington, CT 06111 no later than 2:30 p.m. on December 3, 2009. All submittals shall be clearly labeled "RFP No. 2, 2009-10, Full Inspection Revaluation Services". The Town reserves the right to reject any or all submittals.
- B. The Town will establish a Selection Committee that will perform a preliminary screening and develop a list of firms that are designated as Qualified Firms, and those firms will be notified. Firms will be evaluated and selected based on the criteria identified above.
- C. Each respondent shall be prepared to present, upon request by the Town, further evidence of experience, ability, and/or financial standing. No other additions or changes to the original Qualifications Statement will be allowed after submittal.
- D. Those designated as Qualified Firms will be requested by the Town to prepare fee proposals for three options and submit them to the Town. These shall be submitted in sealed envelopes, clearly labeled "RFP No. 2, 2009-10, Full Inspection Revaluation Services". For the fee proposals, only one original (no copies) should be submitted. Fee proposals shall be on the forms included with this Request for Proposals.
- E. The fee proposal shall include costs for: the method associated with utilization of, or the conversion of, the IAS World CAMA System; to provide an interchange file to move data to Quality Data; for the CAMA system to interface with the Town of Newington GIS system; any conversion or software upgrade charges; converting the CAMA system by February 1, 2011 and maintaining both the data and the values in-house; and any other charges associated with Options 1, 2, and 3 as identified in the "Scope of 'Full Appraisal' Reappraisal and Revaluation" section of this Request for Proposals.
- F. The Town will open and analyze the fee proposals. It will then determine, at its' sole discretion, which of the three options is in the Town's best interest to use, and select the firm with the lowest fee proposal for that option (hereafter the "Contractor").

## III. OTHER

- A. Services provided under this Request for Proposals shall only be provided after written authorization is received from the Town. The Town of Newington reserves the right to use some, all, or none of the various services included herein.
- B. The Town reserves the right to reject any and all submittals when it deems such action is in the best interests of the Town and also to select a respondent that the Town determines best meets its needs. The Town further reserves the right to reject the Qualifications Statement of any respondent who is in default of any prior contract for

misrepresentation or who is delinquent in the payment of any taxes owed to the Town. Qualifications Statements are subject to rejection in whole or in part if they limit or modify any of the terms, conditions, and/or specifications of this Request for Proposals.

- C. All services performed as a result of this Request for Proposals shall be completed to the satisfaction of the Town Manager. The Town reserves the right to terminate any agreement within ten (10) calendar days following written notice of failure by the respondent to provide service to the satisfaction of the Town Manager.
- D. All exceptions of the respondent to the terms and requirements of this Request for Proposals shall be made in writing and submitted in full with the Qualifications Statement. The Town reserves the right to reject any proposals that contain exceptions that are not acceptable to the Town.
- E. The Town of Newington is not liable for any cost incurred for any purpose prior to the execution of a signed contract. Any oral agreement or arrangement made by any respondent with the Town or any employee shall be superseded by the written agreement. The Town reserves the right to amend, extend, curtail or otherwise change the terms of the resultant contract prior to execution, upon determination that such action will be to the advantage of the project effort. No cost chargeable to the proposed contract may be incurred before receipt of either a fully executed contract or a specific written authorization from the Town Manager.
- F. All Qualification Statements and submittals submitted in response to this Request for Proposals shall be the sole property of the Town of Newington and subject to Freedom of Information laws and the Connecticut General Statutes. No report or document produced in whole or in part in connection with this project, whether acceptable or unacceptable, shall be the subject of an application for copyright by, or on behalf of, the respondent. The Town may make use of such material, including any idea contained therein, for such purposes as it may deem appropriate. The right to publish and distribute any report or document produced, or any part thereof, shall accrue to the Town of Newington without recourse.
- G. Submission of a proposal constitutes admission on the part of the respondent that the proposal submitted is not made in connection with any competing individual or firm submitting a separate response, and is in all respects fair and without collusion or fraud. It further constitutes admittance that the respondent did not participate in the Request for Proposals development process and had no knowledge of the specific contents of the Request for Proposals prior to its issuance, and that no employee of the Town participated directly, or indirectly, in the respondent's proposal preparation.
- H. All of the reports and documents prepared or assembled by the Contractor in connection with this project shall be the property of the Town of Newington. The Contractor shall not make them available to any individual or organization without the prior approval of the Town.

- I. The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Newington.

#### IV. SPECIFICATIONS FOR“FULL INSPECTION” REVALUATION SERVICES

##### A. DEFINITIONS

- i. ASSESSOR: The word “Assessor” shall mean the duly appointed Assessor of the Town of Newington, Connecticut.
- ii. CONTRACTOR. The word “Contractor” shall mean the certified revaluation company who shall perform this project.
- iii. PROJECT. The word “Project” shall mean the revaluation of all real property within the corporate limits of Newington, Connecticut for assessment purposes.
- iv. FULL INSPECTION. The words “Full Inspection” shall mean the collection of interior and exterior characteristics to determine their collective and cumulative influence in the determination of the fair market value derived for each parcel as defined in Section 12-62 subsection b section 4 of the Connecticut state statutes. (See following page for enhanced definition).
- v. TOWN. The word “Town” shall hereinafter mean the Town of Newington, Connecticut.

##### B. SCOPE OF REAPPRAISAL AND REVALUATION

- i. This project includes the complete “Full Inspection” revaluation of all real property within the corporate limits of Newington, Connecticut effective as of October 1, 2011.
- ii. The Contractor shall furnish all the databases, labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter-listed specifications.
- iii. All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Connecticut General Statutes, and Regulations of Connecticut State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the Assessor of the Town of Newington.

- iv. The values to be determined shall be the full fair market value as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.
- v. The Revaluation Project will cover and include all real property in Newington including the following categories:
  - 1. All taxable real estate, land, buildings, and improvements.
  - 2. All tax-exempt real estate, land, buildings, and improvements.
  - 3. All public utility land and buildings.

C. SCOPE OF "FULL INSPECTION" REAPPRAISAL AND REVALUATION

- i. Respondents who have been designated as Qualified Firms by the Town are requested to provide a fee proposal for the three options for a "Full Inspection" revaluation, by completing and submitting pages 49-50 of this document.
- ii. The Proposal should include 3 specific costs for "Full Inspection" Revaluation:
  - 1. *Option 1 – All items (a. through j.) identified on pages 16-17.*
  - 2. *Option 2 - All items (a. through m.) identified on page 17.*
  - 3. *Option 3 - All items (a. through k.) identified on page 18.*
- iii. OPTION 1:
  - 1. The Town of Newington may choose to conduct a "Full Inspection" Revaluation that requires interior inspection and data verification of 95% of all real estate parcels. Under this option the Contractor shall be responsible to provide:
    - a. Fully operational and integrated CAMA system
    - b. Complete integration with Town of Newington GIS database
    - c. Complete internet interface with CAMA and GIS systems
    - d. Full inspection including listing and measuring with entry to 95% of all real estate parcels
    - e. Digital photographs of all real estate parcels
    - f. Data Mailers to all real estate parcels



- g. Sales verification forms for the 2 years preceding the revaluation
- h. Income & Expense Statements to all non owner occupied commercial parcels
- i. Assessment notices
- j. Informal hearings

iv. OPTION 2:

1. The Town of Newington may choose to conduct a "Full Inspection" Revaluation that does not require a visit to all properties. Under this option the Contractor shall be responsible to provide:
  - a. Fully operational and integrated CAMA system
  - b. Complete integration with Town of Newington GIS database
  - c. Complete internet interface with CAMA and GIS systems
  - d. Drive by field review of all real estate parcels to determine accuracy of assessment data
  - e. Digital photographs of all real estate parcels
  - f. Data Mailers to all real estate parcels
  - g. Sales verification forms for the 2 years preceding the revaluation
  - h. Income & Expense Statements to all non owner occupied commercial parcels
  - i. Use of internet realty sites
  - j. Use of Internet map sites
  - k. Inspection of 2,000± condos that need to be listed, measured, and sketched in CAMA system
  - l. Assessment notices
  - m. Informal hearings
2. The Contractor will work with the Assessor to develop and institute a quality assurance program with respect to responses received to all questionnaires. If satisfied with the results of said program concerning such questionnaires, the Assessor may fully inspect only those parcels of

improved real property for which satisfactory verification of data listed on the Assessor's property record has not been obtained and is otherwise unavailable. The full inspection requirement of Connecticut state law shall not apply to any parcel of improved real property for which the Assessor obtains satisfactory verification of data listed on the Assessor's property record.

v. OPTION 3:

1. The Town of Newington may choose to conduct a "Full Inspection" Revaluation that does not require a visit to all properties and is the same as Option 2 with the exception of digital photos and the inspection of 2,000± condos. Under this option the Contractor shall be responsible to provide:
  - a. Fully operational and integrated CAMA system
  - b. Complete integration with Town of Newington GIS database
  - c. Complete internet interface with CAMA and GIS systems
  - d. Drive by field review of all real estate parcels to determine accuracy of assessment data
  - e. Data Mailers to all real estate parcels
  - f. Sales verification forms for the 2 years preceding the revaluation
  - g. Income & Expense Statements to all non owner occupied commercial parcels
  - h. Use of internet realty sites
  - i. Use of Internet map sites
  - j. Assessment notices
  - k. Informal hearings
2. The Contractor will work with the Assessor to develop and institute a quality assurance program with respect to responses received to all questionnaires. If satisfied with the results of said program concerning such questionnaires, the Assessor may fully inspect only those parcels of improved real property for which satisfactory verification of data listed on the Assessor's property record has not been obtained and is otherwise unavailable. The full inspection requirement of Connecticut state law shall not apply to any parcel of improved real property for

which the Assessor obtains satisfactory verification of data listed on the Assessor's property record.

D. EFFECTIVE DATE

- i. The effective date of this physical inspection revaluation project shall be for the October 1, 2011 Grand List and the pricing and valuation by the Contractor of all land, buildings and property under this contract shall reflect the fair market value as of October 1, 2011.

E. TOWN DATA

TOWN OF NEWINGTON			
2008 REAL ESTATE ACCOUNTS			
CODE	# OF ACCTS	DESCRIPTION	GROSS ASSESSMENT
100	11,189	RESIDENTIAL	1,751,987,820
200	344	COMMERCIAL	349,340,730
300	223	INDUSTRIAL	140,898,430
400	3	PUBLIC UTILITY	3,369,190
500	399	VACANT LAND	27,430,470
600	14	USE ASSESSMENT	672,520
800	<u>30</u>	APARTMENTS	<u>57,579,170</u>
	12,202		2,331,278,330
	210	REAL ESTATE EXEMPT	309,368,610
GRAND TOTAL	12,412		2,640,646,940

F. GENERAL CONDITIONS

i. Contractor

1. The Contractor must hold, from the time of submission of the fee proposal through the completion for all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-1c of the Connecticut General statutes.

ii. Personnel

1. The Contractor shall provide experienced and qualified personnel in compliance with the requirements for the Equal Employment Opportunity provisions of Federal and State governments. The Contractor shall submit to the Town, written qualifications of all personnel assigned to this project.
2. All personnel assigned to this project shall be subject to the approval of the Assessor, prior to the commencement of the individual's duties in the Town and shall be caused to be removed from the project by Contractor upon written notification of the Assessor.

iii. Minimal Qualifications

1. The administration of this project shall be assigned by Contractor to a project manager or supervisor, who shall be certified by the State of Connecticut as a Revaluation Supervisor pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have not less than three (3) years of practical appraisal experience in the appraisal of commercial, industrial, apartment, and residential type properties. The project manager or supervisor shall be subject to approval by the Assessor.
2. Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall not have less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years. All reviewers and appraisers shall be subject to the approval of the Assessor prior to the commencement of their duties on this project.

3. Data collectors shall have a high school diploma or equivalency and at least three years experience in the appraisal or municipal revaluation field. Any field person who does not meet the above qualifications must work under the direct supervision of an appraiser or project supervisor. The Assessor shall be notified of the individual's name, starting date, qualifications, and field assignments prior to the commencement for the individual's duties on this project.

iv. Background Check

1. All personnel will be subject to background checks by the Newington Police Department. No employee of the Contractor who has been convicted of a felony will be acceptable to the Town. All employees of the Contractor working within the Town limits shall have a valid driver's license.

v. Identification

1. All field personnel shall have visible clip-on identification cards, which shall include an up-to-date photograph, supplied by the Contractor and signed by the Assessor. In addition, all field personnel shall carry a "Letter of Introduction" signed by the Assessor. All automobiles used by field personnel shall be registered with the Newington Police Department giving license number, make, model, year and color of all vehicles used on this project.

vi. Office Hours and Staffing

1. The Contractor shall maintain an office in the Newington Town Hall from the commencement of work on this project through the conclusion of the public hearings. This office shall be staffed at the Contractor's expense with clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the Contract Specifications and any Addenda thereto.

vii. Conflict of Interest

1. No resident of the Town or Town employee shall be employed by the Contractor, except in a clerical capacity, without the prior approval of the Assessor.

G. PROTECTION OF THE TOWN

i. Bonding

1. The Contractor shall, to secure the faithful performance by the Contractor of the terms of this contract, furnish to the Town a Performance Surety Bond in the amount of the contract; which bond shall be issued by a bonding company licensed to do such business in the State of Connecticut, with a minimum A.M. Best Company rating of "A+/VII". Said bond shall be delivered to the Town prior to the commencement of actual work and shall be in a form satisfactory to and approved by the Town. It is understood and agreed that upon completion and delivery to the Town of the revaluation and its approval by the Assessor and after completion of the duties of the Board of Assessment Appeals, the performance bond shall be reduced to 10% of the value of the contract for the purpose of covering the defense of all appeals taken by taxpayers. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the list of October 1, 2011.

ii. Insurance

1. Upon execution of the Contract, and thereafter, no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to the Contract, the Contractor shall deliver to the Town a certificate(s) of insurance to show compliance with the specifications.
2. Each policy of insurance shall be issued by financially responsible insurers duly licensed to do business in the State of Connecticut. The insurers shall be responsibly acceptable to the Town and shall have an A.M. Best Company rating of "A+/VII" or better.
3. Each policy of insurance shall include a waiver of subrogation in favor of the Town and shall provide no less than thirty (30) days notice to the Town in the event of a cancellation or change in conditions or amounts of coverage.
4. The Contractor shall, at its own expense, provide and keep in force:
  - a. Workers' Compensation insurance as required by Connecticut state statutes.
    - i. The policy must provide coverage for benefits payable under the Connecticut Workers Compensation Act, and include the Voluntary Compensation endorsement.
  - b. Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$2,000,000 aggregate.

- i. Any deductible applicable to a claim must be noted on the Certificate of Insurance. If the policy is written on a claim made policy form, the Contractor must maintain the insurance for a period of two years from the completion of the contract.
    - c. During the term of the contract, Contractor shall provide Commercial General Liability insurance for bodily injury and property damage. The Commercial General Liability insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, independent contractors, broad form property damage, blanket contractual and personal injury. The required limits of liability are:
      - i. \$2,000,000- General Aggregate
      - ii. \$2,000,000- Product-Completed Operations Aggregate
      - iii. \$1,000,000- Personal and Advertising Injury
      - iv. \$1,000,000- Each Occurrence
      - v. \$ 50,000- Fire Damage/Fire
      - vi. \$ 5,000- Medical Expense/Person
    - d. Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.
    - e. Patent/Copyright Liability: The Contractor shall save the Town harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of the contract.
  - 5. The Town must be named as an Additional Insured on all insurance policies.
  - 6. Defense of Town: All insurance companies shall have the duty to defend the Town against liability or property damage claims arising from the conduct of Contractor and/or agents or employees.
- iii. Penalties
- 1. Failure by Contractor to complete all work prior to the date specified herein, November 30, 2011, shall be cause for a penalty payment by Contractor, on request of the Assessor, in the amount of ONE THOUSAND DOLLARS (\$1,000) per calendar day beyond the specified date of completion. For the

purposes of this penalty only, completion of all work no later than November 30, 2011 is defined as follows:

- a. Completed data on electronic property record cards contained within a CAMA system with all measurements, listings, sketches, pricing, review and final valuations.
  - b. Completed Video Imaging Update.
  - c. Final Assessment notices addressed and in envelopes prepared for mailing.
2. Penalties due under this clause shall be deducted from the contract price and will represent a fair and equitable estimate of the damages the Town will suffer if Contractor's work is not completed by November 30, 2011. The Town shall have the right to use the funds withheld from each periodic payment to these contract specifications to satisfy in whole or in part, this penalty clause. Delays occasioned by war, strike, explosion, acts of God, or an order of the court or other public authority having jurisdiction over the Town of Newington are excepted.

#### H. CHANGES AND SUBLETTING OF CONTRACT

##### i. Changes

1. Changes in these specifications or to the contract will be permitted only upon written mutual agreement of the Contractor and the Town.

##### ii. Subletting

1. The Contractor shall not assign, transfer or sublet the contract or any interest or part therein, without first receiving written approval from the Town. It should be mutually agreed and understood that said consent by the Town shall in no way release the Contractor from any responsibility or liability as covered in these specifications and contract.

#### I. COMPLETION DATE AND TIME SCHEDULE

- i. Contractor shall commence the revaluation work not later than June 1, 2010, and shall continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth below:
- ii. Completion Dates



1. The following phases of the revaluation must be completed in accordance with the following schedule:
  - a. Data Mailers sent to property owners by December 1, 2010. (Contractor to pay postage)
  - b. Complete CAMA system installed, tested, and verified as accurate to the Assessor by January 31, 2011.
  - c. Complete CAMA integration with Quality Data Administrative system installed, tested, and verified as accurate to the Assessor by January 31, 2011.
  - d. Complete CAMA integration with Newington GIS with full field card information available through Town of Newington's website by January 31, 2011.
  - e. Complete and deliver to the Assessor residential data verification by October 31, 2011 (except for current building permits).
  - f. Complete and deliver to the Assessor commercial, industrial, public utility, and tax-exempt data verification by October 31, 2011 (except for current building permits).
  - g. Complete video imaging of all properties by March 31, 2011 if applicable.
  - h. Complete and deliver to the Assessor land study and values set by April 1, 2011.
  - i. Complete the drive by field review of all parcels by September 30, 2011.
  - j. Complete and deliver building cost manual and tables in electronic format by September 30, 2011.
  - k. Complete the data entry and analysis of all income and expense statements by August 30, 2011.
  - l. Complete and deliver to the Assessor study of market rents, expenses and capitalization factors by June 3, 2011.
  - m. Complete all valuation tables for use in CAMA modeling by June 30, 2011.
  - n. Complete training of Assessment personnel on all aspects of CAMA system by June 30, 2011.
  - o. Complete User Manuals for use of all functions of CAMA system by June 30, 2011.
  - p. Complete all building permits through October 1, 2011.
  - q. Assessor completes review and final adjustments made for real property no later than November 1, 2011.
  - r. Assessment change notices mailed to comply with requirements of Connecticut State Statutes, Section 12-62(f) by November 9, 2011 at the Contractor's expense.
  - s. Informal hearings are to commence no later than November 28, 2011 and end no later than December 16, 2011.

- t. Notices of results of informal hearings completed to comply with requirements of Connecticut State Statutes, Section 12-62(f) and mailed out at the Contractor's expense, CAMA system updated and final property record cards completed no later than December 20, 2011.

J. ASSESSMENT DATE

- i. The completed appraisals, upon approval of the Assessor, will serve as the basis for assessments effective on the Grand List of October 1, 2011.

K. DELAYS

- i. The Contractor shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, or an order of court or other public authority having jurisdiction over the Town of Newington.

L. PAYMENT SCHEDULE

i. Periodic Payments

1. Payments shall be made in the following manner:

- a. Thirty (30) days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, the Contractor will certify in writing to the Assessor the percentage of the total work completed under the contract which the Contractor has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the Assessor. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule as shown below.
- b. The Town, upon determination by the Assessor that the certification of the Contractor concerning work during said period is accurate, will pay to the Contractor a percentage of the total compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by the Town for payment to the Contractor at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten (10%) percent of the contract price is to be paid upon the completion of work of the Board of Assessment Appeals on the October 1, 2011 Grand List in accordance with the provisions of this contract.

- c. The provision for a reduction of the performance bond to 10% of the contract price is to ensure the defense of any appeals resulting from the revaluation work.

ii. Fiscal Year Limitations

1. The contract cost shall be paid in the Town Fiscal Years ending June 30, 2010, June 30, 2011 and June 30, 2012 according to the provisions of this section and subject to the appropriation of necessary funds by the Town's fiscal authority. The Contractor shall incur no cost in any fiscal year in excess of that year's annual appropriation plus the balance of prior years' unexpended appropriations.

iii. Stages of Completion

1. The cost associated with revaluation services should be billed to approximately correspond to the table below:

TASK	%	AMOUNT
Bonding, office set-up, project setup, CAMA Conversion, Software Installation, training, public relations	20	
Data mailers, quality control, data entry	5	
Residential valuation	15	
Commercial/Industrial Valuation	15	
Residential field review, data entry	10	
Commercial/Industrial field review, income production, reconcile cost and income	10	
Video imaging, documentation	10	
Impact notices, residential and commercial/industrial hearings, field work, data entry	10	
Project finalization, change notices, special land pricing, client meetings, support of values, goodwill	5	

NOTE: Cost of litigation included as part of project finalization.

## M. RESPONSIBILITIES OF CONTRACTOR

### i. Good Faith

1. The Contractor shall, in good faith, use its best efforts to assist the Assessor in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities specified herein.

### ii. Public Relations

1. The parties of this revaluation project recognize that a good public relations program needs to be planned and completed from the beginning of the project in order to inform the public of the Town of Newington as to the purpose, benefits and procedures of the revaluation program.
2. The Contractor shall provide reasonable assistance to the Assessor in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs, and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. The Contractor shall supply visual aids and other media at its disposal to this end. All public releases shall be approved by the Assessor prior to release.

### iii. Conduct of Company Employees

1. As a condition of the contract, the Contractor's employees shall, at all times, treat the residents, employees and taxpayers of the Town with respect and courtesy; the Contractor shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

### iv. Records

#### 1. General Provisions

- a. The Contractor shall provide all record cards, street cards, owner cards, supplies, equipment, forms, literature, notices and papers to be used in this project at no additional cost to the Town. All forms shall be subject to approval by the Assessor as to format, design, content, shape, size, color, quality and quantity and shall be further subject to the approval of the Secretary of the Office of Policy and Management as may be required by Connecticut General Statutes. At the completion of

the project, the Contractor shall provide the Town with a reasonable additional supply, not to exceed 10% of parcel count, of the necessary forms used to support the Contractor's computer-assisted mass appraisal program.

2. Records are Town Property

- a. The original or a copy of all records and computations, including CAMA systems and databases, made by the Contractor in connection with any appraisal of property in the Town shall, at all times, be the property of the Town and, upon completion of the project or termination of this contract by the Town, shall be left in good order in the custody of the Assessor. Such records and computations shall include, but not be limited to:
  - i. Assessor's/GIS Maps;
  - ii. Land Value Maps;
  - iii. Materials and Wages, Cost Investigations and Schedules;
  - iv. Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches;
  - v. Capitalization Rate Data;
  - vi. Sales Data;
  - vii. Depreciation Tables;
  - viii. Computations of land and/or building values;
  - ix. All letters of memoranda to individuals or groups explaining methods used for appraisals;
  - x. Operating statement of income properties;
  - xi. Duplicated notice of valuation changes;
  - xii. Database of all property records, CAMA system, and integration with administrative and GIS systems.
- b. In addition, throughout the conduct of said revaluation, any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the Contractor shall be made available by the Contractor for public inspection in the Assessor's office and shall be available thereafter, all in accordance with Section 12-62 ( c ) of the Connecticut General Statutes.

3. Assessor's Records

- a. The Contractor shall use a system approved by the Assessor for the accurate accounting of all records and maps, which may be taken from the Assessor's office in conjunction with this project. All such records and maps shall be returned immediately

following their use. None of the Assessor's records shall be taken outside the corporate limits of the Town without prior written permission of the Assessor.

- b. The Assessor will permit the Contractor to copy all residential building sketches from existing field cards within the CAMA system, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds, and swimming pools. The Contractor will be permitted to copy and sketch all commercial and industrial properties on which the Assessor has additional information other than what is contained on existing Assessor's field cards.

v. CAMA Database (Street Cards)

1. The Contractor shall complete the CAMA system to provide useable electronic Property Record Cards, commonly referred to as "Street Cards" or "Field Cards" for use at the public counter in the Assessor's office. These electronic field cards shall contain all manner of information affecting value including, but not limited to, information as to the location of the property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, public improvements, census tract number, zoning regulations in effect as of the assessment date. All physical improvements shall be listed, giving all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical, functional and economic depreciation, depreciated values, fair market value and 70% assessment value will be shown. A computer-generated sketch of all buildings, with the appropriate scale of such sketch, shall also be shown on these cards. The "Street Cards" or "Field Cards" will contain a digitized photo of each house and a GIS connection.

vi. Plot Plans

1. Plot plans shall be checked with the Town of Newington GIS database to assure that each residential, commercial or industrial property with four or more major buildings thereon, and each plot plan, shall be accurate as to the location of the buildings and coded to the field record cards. Cards of multiple building properties, together with plot plans or land maps, shall be provided to the Assessor's office staff and displayed on public computers.

vii. Assessment Notices

1. At the close of the revaluation, a notice shall be sent, at the Contractor's expense, by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice, prepared in duplicate and in conformity with the Connecticut General Statutes Section 12-62(f). The Contractor shall provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings and information describing the property owner's right to appeal the valuation of his property, including the manner in which an appeal may be filed with the Board of Assessment Appeals. Such notices shall be subject to approval by the Assessor in accordance with Connecticut General Statutes.
2. The Company shall, at its own expense, send out an additional notice for real property classified under P.A. 490 (farm, forest, open space.)

**N. INFORMAL PUBLIC HEARINGS**

- i. At a time mutually agreeable to the Assessor and the Contractor and following completion of all review work by the Assessor and the Contractor, the Contractor shall hold public hearings so that owners of property or their legal representative may appear at specified times to discuss, with qualified members of the Contractors staff, the valuations of their property. The Contractor's personnel shall explain the manner and methods of arriving at value. Informal public hearings, at the Assessor's discretion, may be held on weeknights and Saturdays.
- ii. The Contractor, in conjunction with recommendations of the Assessor, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and an adjustment shall be made where warranted. The public hearings shall be completed by December 16, 2011.
- iii. The Contractor shall keep a record, on a form approved by the Assessor, of all owners that requested a hearing and the result of that hearing. A copy of those records shall be given to the Assessor.
- iv. The Contractor shall require each person, or his or her legal representative, who appears at a hearing to sign a form indicating whether or not the Contractor shall re-inspect the property being questioned; such decision to re-inspect to be at the reasonable discretion of the Contractor. Any such re-inspection shall be made as soon as possible. This form shall be approved by the Assessor and provided by the Contractor. The completed and signed forms shall be turned over to the Assessor at the conclusion of the hearings. The Contractor shall, at its expense, by first class mail, notify each taxpayer that has appeared at an

informal public hearing of the results, said notice of results to be approved by the Assessor.

- v. The Contractor shall be responsible for sending notice, by First Class mail at the Contractor's expense, to each taxpayer or his or her legal representative who appears at these hearings seeking review of valuation. Such notice shall include the original valuation determined by the Contractor and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to approval by the Assessor and shall contain information describing the property owner's rights to appeal the valuation, including the manner in which an appeal may be filed with the Board of Assessment Appeals.

#### O. BOARD OF ASSESSMENT APPEALS

- i. The Contractor shall have a qualified member or members of its staff, approved by the Assessor, available for attendance at any deliberations of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded. Such availability and attendance shall not be required after the date for the completion of the duties of the Board of Assessment Appeals on the October 1, 2011 Grand List or for one complete calendar year beyond completion of the revaluation, whichever comes first, to assist in the settlement of complaints and to explain the valuations made.

- ii. LITIGATION

- 1. In the event of appeal to the courts, the Contractor may furnish a competent witness or witnesses, approved by the Assessor, to defend the valuation of the properties appraised. It is understood that the Contractor shall furnish said witness or witnesses on any court action instituted on the October 1, 2011 Grand List assessments for up to five days at no charge. After the initial five days, a per diem rate of \$700.00 for residential properties and \$800.00 per diem for commercial/industrial properties shall be charged. The Contractor shall provide supporting data, including written appraisal if deemed necessary by the Assessor, for any said court appeals. The Contractor shall also comply with any request by the Town to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described herein. The Contractor shall not be held responsible for any assessment changed from the original valuation figure by parties other than the Contractor.

- iii. INFORMATION

- 1. Information to Town



- a. The Contractor shall give to the Assessor any and all information requested pertaining to the project for a period of one (1) year after completion of the duties of the Board of Assessment Appeals on the October 1, 2011 Grand List, without any additional cost to the Town.

2. Assessor's Office Staff Training Program

- a. The Contractor will be responsible for training local staff in such a manner that, at the end of the project, the Assessor's office staff will be knowledgeable in the operation of all phases of the valuation system. On-the-job training, where feasible, shall consist of the Assessor and the Assessor's office staff working in the appropriate phases of this project under the Contractor's supervision. The Contractor shall submit a reasonable training plan and schedule to achieve the objective stated above prior to the commencement of the project. Such training plan and schedule will include a minimum of twenty (20) hours of on-site training.

iv. BUILDING COST SCHEDULES

1. General

- a. The Contractor shall prepare for usage in the project as hereinafter specified, building cost schedules. These schedules shall reflect the unit-in-place method based upon the square foot or cubic foot area of buildings as applicable. These schedules shall be used in computing the replacement cost in the Town for all residential, commercial, industrial, and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect costs of construction. Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the Assessor before adoption and usage by the Contractor.

2. Types of Cost Schedules

- a. Residential
  - i. Residential cost schedules shall be in electronic format and shall include schedules for various classifications, types, models, and story heights on a per-square-foot

basis, normally associated with residential buildings. The schedule shall be flexible, with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, porches, breezeways, attached, detached, and basement garages, and finished basements and schedules for other building improvements usually found on residential property including, but not limited to, in-ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs.

b. Commercial

- i. Commercial building cost schedules shall be in electronic format and shall be prepared in unit costs of material in place and charted on a per-square-foot basis, and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.

c. Industrial and Special Structures

- i. Cost schedules for industrial and special purpose structures shall be in electronic format and shall be prepared in unit costs of material in place and charted on a per-square-foot basis, and shall contain all the additions and deductions for construction components from base specifications.

d. Farm

- i. Cost schedules for farm structures shall be in electronic format and shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to, barns, sheds, silos, milk houses, coops, etc.
- ii. Cost schedules for the afore-mentioned must be supported by a recognized valuation publication company such as Marshall and Swift, Means, etc.

e. Depreciation Schedules

- i. Depreciation schedules or methods to be used in determining the amount of depreciation in electronic

format shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, and farm buildings and shall be approved by the Assessor.

f. Schedule for Town

- i. The Contractor shall supply and leave for the Town all of all the above required building cost schedules and depreciation schedules for the Town's usage in electronic format. These shall be turned over to the Assessor upon approval of the schedules.

3. Appraisal Specifications

a. Appraisal of Land

- i. The Contractor shall appraise all land within the Town, including residential, vacant, commercial, industrial, agricultural, special use, public utility, and tax-exempt.

b. Land Value Study

- i. Land shall be valued on the basis of an analysis of all sales data occurring during the two-year period prior to October 1, 2011. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the Assessor. The Contractor shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources for information relative to sales of properties within the Town. All factors affecting the final values of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, utilities, size, vacancy, form of ownership, non-conforming uses, and zoning variances.
- ii. Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations, shall be entered on the field record card.

c. Land Value Inspection

- i. The Contractor shall make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes or anything else which may detract from the usefulness of the land. Non-conforming uses and zoning variances shall be considered in establishing values.

d. Land Value Unit

- i. The Contractor shall prepare land unit values by building lot, front foot, square foot, acreage or fractional acreage; whichever in the judgment of the Contractor and the Assessor most accurately reflects the market for the appraised land.

e. Land Value Map

- i. The Contractor shall delineate the land value units on all streets and acreage in the Town on a suitable map to be provided by the Town GIS database. The land value map shall be returned to the Town prior to the completion of the project.

f. Neighborhood Delineation

- i. After consideration of the environmental, economic and social characteristics of the Town, the Contractor shall, with the cooperation and approval of the Assessor, delineate "neighborhood" units within the Town. Each neighborhood unit will, in the Contractor's opinion, exhibit homogenous characteristics. Each neighborhood unit will be assigned a separate identification code, which will be used for valuation. These neighborhood codes shall be recorded and maintained on all property record cards and the computer database.

**P. APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES**

i. Physical Details

1. If Option 1 is agreed upon, the Contractor shall make a careful and complete listing of physical construction details of all residential buildings and structures and all structural improvements appurtenant to residential property in the Town, on proper forms as previously covered

in these specifications. If Options 2 or 3 are chosen the full inspection will be refined.

ii. Physical Inspections

1. The Contractor shall measure and inspect any real property which has experienced an apparent arms-length transaction in the two years prior to the project's date of value, all properties on which construction and/or demolition has taken place since October 1, 2008 and certain parcels selected by the Assessor.
2. The Contractor shall verify or correct the complete listing of all physical details for all residential, commercial and industrial buildings and all structural improvements attached to each parcel. Listing will include all interior and exterior construction details, quality of construction, age and condition.
3. The Contractor will verify or correct the sketch of all major buildings and physical improvements to scale.

Q. DATA MAILERS

- i. To ensure public confidence, taxpayers must play an active and important role in monitoring the quality of the data to be used as the basis of this revaluation. The Contractor, as a quality check of the existing CAMA database, shall, at its own expense, prepare and send out a data mailer to every owner of each parcel of property within the Town. Included with these data mailers will be a stamped, return-addressed envelope and a cover letter approved and signed by the Assessor, which explains the purpose and content of the mailer. For any property owner that fails to respond to this mailing, the Contractor shall work with the Assessor to ensure that these properties particularly, are reviewed for accuracy by virtue of the best available information including, a field review of the property.
- ii. Should the data mailer indicate the need for correction, the Contractor shall physically inspect the premises prior to correcting the data base.
- iii. The format and content of the data mailer, as well as the cover letters, shall be subject to approval by the Assessor. The data mailers shall include, but not be limited to, the following information:

Owner Name	Owner's Address
Property type classification	Parcel ID Number
Basement Garage	Number of bedrooms
Parcel Size	Number of bathrooms
Zoning	Number of bathroom fixtures
Utilities	Type of heating fuel
Building style	Type of heating system
Exterior wall material	Central air conditioning
Outbuilding/ Pools	Solar or Wind Heating/Cooling
Roof style and composition	Finished basement
Interior wall covering	Garage type
Interior floor covering	Number and type of fireplaces
Number of Floors	Year built
Total number of rooms	Walkout Basement
Granite Counters	Jacuzzi

- iv. The Contractor shall be responsible for making any corrections to the existing CAMA database as a result of the returned data mailers and the Contractor shall field inspect such properties as the Assessor shall require prior to making the corrections shown on the returned data mailers.
- v. All properties shall be viewed, compared to photo and sketch, to determine the need for field inspection.
- vi. Properties shall be field inspected as the Assessor shall require. All properties shall be reviewed in the field by the Contractor's personnel qualified as reviewers as previously prescribed in these specifications.
- vii. The properties shall be reviewed for classification, final value, and to assure that they are correlated to comparable properties. The Assessor shall be notified of the dates of review and be entitled to accompany the reviewers during this phase of the revaluation.
- viii. Outline Sketch: An outline sketch, prepared to scale, shall be entered into the CAMA system, giving dimensions to the nearest foot.
- ix. Field Recording: Physical data and characteristics of the land parcel shall be observed in the field and recorded.
- x. Pricing and Valuations

1. Pricing and valuations of all land and buildings must reflect the fair market value as of October 1, 2011, and shall be done from and in accordance with the previously approved manuals and schedules.
2. The final valuation shall be the fair market value of the structures plus the fair market value of the land. In arriving at the fair market value of the structures, replacement cost new less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the property record card.

R. APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, AND SPECIAL PURPOSE PROPERTIES

i. General

1. All commercial, industrial, public utility and special purpose buildings shall be classified, priced and reviewed in the same manner as residential properties, as set forth previously in these specifications, except that the dimensions of all buildings shall also include the height, which shall be recorded on the property record card.

ii. Description

1. All buildings shall be identified and described as to component parts of construction, size, area, age, usage, and present occupant(s) on the proper forms, as previously prescribed in these specifications.

iii. Income Approach

1. Income and expense data gathered by the Town shall be utilized by the Contractor for income producing and, where appropriate, owner-occupied properties. Any income and expense data with accompanying summary reports and rent schedules shall become property of the Town. All information filed and furnished with Income and Expense report shall not be a public record and is not subject to the provisions of Section 1-200 et seq. (Freedom of Information) of the Connecticut General Statutes. From these returns and other data sources, such as field investigations and interviews, the Contractor shall establish market or economic rent and expenses for income producing properties. The Contractor shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been approved by the Assessor, the Contractor shall perform the income approach using

both actual and economic income and expenses. The Contractor shall be responsible for entering all income data into the CAMA system.

iv. Plot Plan

1. A plot plan shall be made of all industrial properties showing the locations and identification of the buildings, drawn to scale, and yard improvements.

v. Yard and/or Site Improvements

1. All yard improvements shall be listed and valued separately.

vi. Fixed Equipment

1. All fixed machinery and equipment serving a building and taxable as real estate shall be listed within that building and priced in accordance with procedures as outlined in the applicable price schedule. If a question exists whether certain machinery or equipment is taxable as real estate, the Contractor shall bring the question to the attention of the Assessor and be bound by his/her determination.

vii. Review

1. All final reviews and inspections shall be made in the same manner and for the same purpose as prescribed for residential properties. The reviewer shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible.

viii. Control and Quality Checks

1. Field Checks

- a. The Assessor shall spot check in the field properties picked at random by him/her with or without the appropriate Contractor's supervisor.

2. Building Permits

- a. The Assessor shall screen and make available on a timely basis to the Contractor, copies of all building permits issued during the course of the revaluation to allow the inclusion of all new construction, additions, and remodeling in the Contractor's appraisals.



### 3. Incomplete Construction

- a. The Contractor shall code as unfinished construction all property records which have incomplete improvements on the October 1, 2011 Grand List. The CAMA system shall show the percentage of completion, based upon a schedule approved by the Assessor, and reflect the percentage of completion in the valuation.

### 4. Sales Analysis

- a. Sales analyses of properties shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the Assessor shall also be performed.

## S. RESPONSIBILITIES OF THE TOWN

### i. Nature of Service

1. It is clearly understood and agreed that the services rendered by the Contractor are in the nature of assistance to the Assessor and all decisions as to proper valuation shall rest with the Assessor.

### ii. Cooperation

1. The Assessor, the Town, and its employees will cooperate with and render all reasonable assistance to the Contractor and its employees.

### iii. Items Furnished By the Town

1. The Town shall furnish the following:
  - a. Maps
    - i. The Town shall furnish one (1) set of the most up-to-date Town Tax Maps that are currently available showing streets, and property lines and boundaries.
  - b. Land Dimensions

- i. The Town will make available lot sizes and total acreage to the Contractor of all pieces of property where the map or present records fail to disclose measurement or acreage.
- c. Zoning
  - i. The Town will provide current Town zoning regulations and zoning maps.
- d. Existing Property Record on CAMA System
  - i. The Town will make available the current CAMA system for all property types available to the Contractor with the following data: Owner of record, location of property, address of owner, deed references, map and lot reference, age and date of construction of all buildings, lot size or amount of acreage of properties.
- e. Property Transfers
  - i. The Town shall notify the Contractor, on a monthly basis, of property splits and transfers occurring after the initial creation of the revaluation database by the Contractor. The Contractor shall update the revaluation database as necessary.
- f. Building Permits
  - i. The Town shall make available copies of all building permits issued during the course of the revaluation project up to October 1, 2011.
- g. Signing of Communications
  - i. The Assessor or Assessor's designee shall sign the communications to be mailed, at the Contractor's expense, for the purpose of contacting a property owner for inspection of the property.
- h. Mailing Address
  - i. The Town shall make available, through the Assessor's or Tax Collector's Office, the current mailing address and other relative data that exists on the administrative program for all property owners.

i. Office Space

- i. The Town shall furnish to the Contractor sufficient office space to carry out the terms of this contract. If the Town is unable to provide space, the Town will reimburse the Contractor for leased space, subject to the Town's approval for appropriateness and cost. The Town shall provide installation of a telephone line and the Contractor shall be responsible for all monthly charges on such lines for the duration of the project.

j. Media

- i. The Town shall allow the information above to be available on flash drive or internet connection for the purposes of creating a legal file on the Contractor's computers during all stages of revaluation.

k. Obligation to Keep Current

- i. The Town shall continuously and currently update the information specified above.

l. Sales Information

- i. The Town shall continuously and currently provide copies of all sales information available to the Town with respect to the transfer of parcels.

**T. TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR**

i. Records

- 1. Regular periodic delivery of appraisals, tables, analysis, and other information required by these specifications, as completed, and in accordance to the schedule set forth above, shall be made to the Assessor for his/her review. All appraisals of buildings either complete or under construction, shall be completed as of October 1, 2011. All completed and/or corrected records shall be turned over to the Assessor as of December 20, 2011. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2011.

2. This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under provisions of applicable law.
3. It is understood and agreed that the reappraisal of properties covered by this contract shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes sec. 12-62I-1 to 12-62I-7), shall conform to the procedures and technical requirements of the Assessor and, at least weekly, the Contractor shall meet with the Assessor to discuss the progress and various other details of the project.
4. The revaluation of October 1, 2011 shall be performed in accordance with the schedule, as prescribed in accordance with Connecticut State Statutes for updates. Should legislative changes be made, the Town and the Contractor will conform to the State Statutes in effect upon passage of the legislation.

## **CT STATUTE - REVALUATION OF REAL ESTATE REGULATIONS - SEC. 12-62**

Certain Indian lands exempt. (a) As used in this chapter:

(1) "Assessor" means the person responsible for establishing property assessments for purposes of a town's grand list and includes a Assessor;

(2) "Field review" means the process by which an Assessor, a member of an Assessor's staff or person designated by an Assessor examines each parcel of real property in its neighborhood setting, compares observable attributes to those listed on such parcel's corresponding property record, makes any necessary corrections based on such observation and verifies that such parcel's attributes are accounted for in the valuation being developed for a revaluation;

(3) "Full inspection" or "fully inspect" means to measure or verify the exterior dimensions of a building or structure and to enter and examine the interior of such building or structure in order to observe and record or verify the characteristics and conditions thereof, provided permission to enter such interior is granted by the property owner or an adult occupant;

(4) "Real property" means all the property described in section 12-64;

(5) "Revaluation" or "revalue" means to establish the present true and actual value of all real property in a town as of a specific assessment date;

(6) "Secretary" means the Secretary of the Office of Policy and Management, or said secretary's designee; and

(7) "Town" means any town, consolidated town and city or consolidated town and borough.

(b) (1) Commencing October 1, 2006, each town shall implement a revaluation not later than the first day of October that follows, by five years, the October first assessment date on which the town's previous revaluation became effective, provided, a town that opted to defer a revaluation, pursuant to section 12-62I, shall implement a revaluation not later than the first day of October that follows, by five years, the October first assessment date on which the town's deferred revaluation became effective. The town shall use assessments derived from each such revaluation for the purpose of levying property taxes for the assessment year in which such revaluation is effective and for each assessment year that follows until the ensuing revaluation becomes effective.

(2) When conducting a revaluation, an Assessor shall use generally accepted mass appraisal methods which may include, but need not be limited to, the market sales comparison approach to value, the cost approach to value and the income approach to value. Prior to the completion of each revaluation, the Assessor shall conduct a field review. Except in a town that has a single Assessor, the members of the Assessor shall approve, by majority vote, all valuations established for a revaluation.

(3) An Assessor, member of an Assessor's staff or person designated by an Assessor may, at any time, fully inspect any parcel of improved real property in order to ascertain or verify the accuracy of data listed on the Assessor's property record for such parcel. Except as provided in subdivision (4) of this subsection, the Assessor shall fully inspect each such parcel once in every ten assessment years, provided, if the full inspection of any such parcel occurred in an assessment year preceding that commencing October 1, 1996, the Assessor shall fully inspect such parcel not later than the first day of October of 2009, and shall thereafter fully inspect such parcel in accordance with this section. Nothing in this subsection shall require the Assessor to fully inspect all of a town's improved real property parcels in the same assessment year and in no case shall an Assessor be required to fully inspect any such parcel more than once during every ten assessment years.

(4) An Assessor may, at any time during the period in which a full inspection of each improved parcel of real property is required, send a questionnaire to the owner of such parcel to (A) obtain information concerning the property's acquisition, and (B) obtain verification of the accuracy of data listed on the Assessor's property record for such parcel. An Assessor shall develop and institute a quality assurance program with respect to responses received to such questionnaires. If satisfied with the results of said program concerning such questionnaires, the Assessor may fully inspect only those parcels of improved real property for which satisfactory verification of data listed on the Assessor's property record has not been obtained and is otherwise unavailable. The full inspection requirement in subdivision (3) of this subsection shall not apply to any parcel of improved real property for which the Assessor obtains satisfactory verification of data listed on the Assessor's property record.

(c) The following shall be available for public inspection in the Assessor's office, in the manner provided for access to public records in subsection (a) of section 1-210, not later than the date written notices of real property valuations are mailed in accordance with subsection (f) of this section: (1) Any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the Assessor or by any revaluation company that the Assessor designates to perform mass appraisal or field review functions, all of which shall continue to be available for public inspection until the town's next revaluation becomes effective; and (2) a compilation of all real property sales in each neighborhood for the twelve months preceding the date on which each revaluation is effective, the selling prices of which are representative of the fair market values of the properties sold, which compilation shall continue to be available for public inspection for a period of not less than twelve months immediately following a revaluation's effective date. Nothing in this subsection shall be construed to permit the Assessor to post a plan or drawing of a dwelling unit of a residential property's interior on the Internet or to otherwise publish such plan or drawing.

(d) (1) The chief executive officer of a town shall notify the Secretary of the Office of Policy and Management that the town is effecting a revaluation by sending a written notice to the secretary not later than thirty days after the date on which such town's Assessor signs a grand list that reflects assessments of real property derived from a revaluation. Any town that fails to effect a revaluation for the assessment date required by this section shall be subject to a penalty effective for the fiscal year commencing on the first day of July following such assessment date, and continuing for each successive fiscal year in which the town fails to levy taxes on the basis of such revaluation, provided the secretary shall not impose such penalty with respect to any assessment year in which the provisions of subsection (b) of section 12-117 are applicable. Such penalty shall be the forfeit of the amount otherwise allocable

to such town pursuant to section 7-536, and the loss of fifty per cent of the amount of the grant that is payable to such town pursuant to sections 3-55i, 3-55j and 3-55k. Upon imposing said penalty, the secretary shall notify the chief executive officer of the amount of the town's forfeiture for said fiscal year and that the secretary's certification to the State Comptroller for the payments of such grant in said year shall reflect the required reduction.

(2) The secretary may waive such penalty if, in the secretary's opinion, there appears to be reasonable cause for the town not having implemented a revaluation for the required assessment date, provided the chief executive officer of the town submits a written request for such waiver. Reasonable cause shall include: (A) An extraordinary circumstance or an act of God, (B) the failure on the part of any revaluation company to complete its contractual duties in a time and manner allowing for the implementation of such revaluation, and provided the town imposed the sanctions for such failure provided in a contract executed with said company, (C) the Assessor's death or incapacitation during the conduct of a revaluation, which results in a delay of its implementation, or (D) an order by the superior court for the judicial district in which the town is located postponing such revaluation, or the potential for such an order with respect to a proceeding brought before said court. The chief executive officer shall submit such written request to the secretary not earlier than thirty business days after the date on which the Assessor signs a grand list that does not reflect real property assessments based on values established for such required revaluation, and not later than thirty days preceding the July first commencement date of the fiscal year in which said penalty is applicable. Such request shall include the reason for the failure of the town to comply with the provisions of subsection (b) of this section. The chief executive officer of such town shall promptly provide any additional information regarding such failure that the secretary may require. Not later than sixty days after receiving such request and any such additional information, the secretary shall notify the chief executive officer of the secretary's decision to grant or deny the waiver requested, provided the secretary may delay a decision regarding a waiver related to a potential court order until not later than sixty days after the date such court renders the decision. The secretary shall not grant a penalty waiver under the provisions of this subsection with respect to consecutive years unless the General Assembly approves such action.

(e) When conducting a revaluation, an Assessor may designate a revaluation company certified in accordance with section 12-2b to perform property data collection, analysis of such data and any mass appraisal valuation or field review functions, pursuant to a method or methods the Assessor approves, and may require such company to prepare and mail the valuation notices required by subsection (f) of this section, provided nothing in this subsection shall relieve any Assessor of any other requirement relating to such revaluation imposed by any provisions of the general statutes, any public or special act, the provisions of any municipal charter that are not inconsistent with the requirements of this section, or any regulations adopted pursuant to subsection (g) of this section.

(f) Not earlier than the assessment date that is the effective date of a revaluation and not later than the tenth calendar day immediately following the date on which the grand list for said assessment date is signed, the Assessor shall mail a written notice to the last-known address of the owner of each parcel of real property that was revalued. Such notice shall include the valuation of such parcel as of said assessment date and the valuation of such parcel in the last-preceding assessment year, and shall provide information describing the property owner's rights to appeal the valuation established for said assessment date, including the manner in which an appeal may be filed with the board of assessment appeals.

(g) The secretary shall adopt regulations, in accordance with the provisions of chapter 54, which an Assessor shall use when conducting a revaluation. Such regulations shall include (1) provisions governing the management of the revaluation process, including, but not limited to, the method of compiling and maintaining property records, documenting the assessment year during which a full inspection of each parcel of improved real property occurs, and the method of determining real property sales data in support of the mass appraisal process, and (2) provisions establishing criteria for measuring the level and uniformity of assessments generated from a revaluation, provided such criteria shall be applicable to different classes of real property with respect to which a sufficient number of property sales exist. Certification of compliance with not less than one of said regulatory provisions shall be required for each revaluation and the Assessor shall, not later than the date on which the grand list reflecting assessments of real property derived from a revaluation is signed, certify to the secretary and the chief executive officer, in writing, that the revaluation was conducted in accordance with said regulatory requirement. Any town effecting a revaluation with respect to which an Assessor is unable to certify such compliance shall be subject to the penalty provided in subsection (d) of this section. In the event the Assessor designates a revaluation company to perform mass appraisal valuation or field review functions with respect to a revaluation, the Assessor and the employee of said company responsible for such function or functions shall jointly sign such certification. The Assessor shall retain a copy of such certification and any data in support thereof in the Assessor's office. The provisions of subsection (c) of this section concerning the public inspection of criteria, guidelines, price schedules or statement of procedures used in a revaluation shall be applicable to such certification and supporting data.

(h) This section shall not require the revaluation of real property (1) designated within the 1983 Settlement boundary and taken into trust by the federal government for the Mashantucket Pequot Tribal Nation before June 8, 1999, or (2) taken into trust by the federal government for the Mohegan Tribe of Indians of Connecticut.

(1949 Rev., S. 1737; 1949, 1951, S. 1046d; P.A. 74-253; P.A. 79-28, S. 1, 2; 79-485; P.A. 89-251, S. 190, 203; P.A. 91-296, S. 1, 5; P.A. 92-197, S. 1, 3; 92-221, S. 1, 3; P.A. 93-373; P.A. 95-283, S. 3, 68; P.A. 96-171, S. 5-7, 16; 96-218, S. 1, 5, 6; P.A. 97-68, S. 2, 3; 97-254, S. 1, 6; P.A. 98-242, S. 4, 9; P.A. 99-108, S. 1, 2; 99-189, S. 18, 20; P.A. 00-229, S. 3, 7; P.A. 02-49, S. 1, 2; May Sp. Sess. P.A. 04-2, S. 33; P.A. 06-148, S. 1; P.A. 07-246, S. 8.)



FEE PROPOSAL

PROJECT: THE COMPLETE REAPPRAISAL AND REVALUATION OF REAL PROPERTY, TAXABLE AND TAX EXEMPT, LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF NEWINGTON, CONNECTICUT, EFFECTIVE OCTOBER 1, 2011.

The undersigned, duly authorized agent for the individual, partnership, corporation or other entity (hereinafter called the respondent) submitting this fee proposal affirms and declares:

1. That this fee proposal is submitted by said respondent with full knowledge and acceptance of the Specifications for Request for Proposals No. 2, 2009-10 Full Inspection Revaluation Services, including the proposed contract contained therein.
2. That should this fee proposal be accepted in writing by the Town of Newington, (hereinafter called the Town), said respondent will furnish the services for which this fee proposal is submitted at the dollar amount indicated and in compliance with the provisions of said contract and contract specification.
3. That the respondent or his or her representative has visited the Town; is familiar with its geography, general character of housing and its commercial and industrial areas; has examined the quality and condition of the Assessor's records; and has met with the Assessor to make himself or herself knowledgeable of those matters and conditions in the Town which would influence this fee proposal.
4. That the respondent proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid Bid Specifications for the total amount of:

FEE PROPOSAL PRICE IN WORDS:

FEE PROPOSAL PRICE IN  
FIGURES:

OPTION 1:		
OPTION 2:		
OPTION 3:		

Proposed scheduled prices for aforementioned proposals are valid for ninety (90) days.

5. The Town reserves the right to reject any, or any part of, or all Fee Proposals; to waive informalities; and to accept the Fee Proposal which the Town deems to be in the best interest of the Town.

FIRM NAME OF PROPOSER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

PRINTED/TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

## CONTRACT

### THE COMPLETE "FULL INSPECTION" REVALUATION SERVICES OF REAL PROPERTY, TAXABLE AND TAX EXEMPT, THE TOWN OF NEWINGTON, CONNECTICUT EFFECTIVE OCTOBER 1, 2011

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Town of Newington, a municipal corporation, located in the County of Hartford, State of Connecticut, acting herein by and through its Town Manager duly authorized, and hereinafter referred to as the "Town", and \_\_\_\_\_, of the Town of \_\_\_\_\_, State of \_\_\_\_\_, acting herein by its \_\_\_\_\_, duly authorized, and hereinafter referred to as the "Contractor".

WHEREAS, the Town, through its Assessor, plans to undertake a "full inspection" reappraisal and revaluation of all real property located within the corporate limits of the Town; and,

WHEREAS, the Contractor, is to assist the Assessor in making such "full inspection" reappraisal and revaluation and represents that it is experienced and qualified to carry on such work, and is familiar with the recognized appraisal practices and with the standards required for determining ad valorem values for assessment purposes, desires to furnish such services upon terms and conditions hereafter set forth, and based upon a competitive Statement of Qualifications previously submitted entitled RFP No. 2, 2009-10, Full Inspection Revaluation Services, dated December 3, 2009; and based further upon a Fee Proposal dated \_\_\_\_\_, 20\_\_.

NOW, therefore, the Town and the Contractor, for and in consideration of the mutual promises and agreements hereinafter contained, the parties hereto covenant and agree as follows:

#### I. ENGAGEMENT OF CONTRACTOR

- A. The Contractor agrees to make a complete reappraisal and revaluation of all real property located within the corporate limits of the Town and to perform all the services and furnish all the records, materials, forms, and supplies required by and in complete accordance with the requirements of the Town's Request for Proposals Number 2, 2009-10, which is attached hereto and incorporated herein as Attachment A, and hereinafter referred to as the "RFP specifications"; and all such labor, records, materials, forms and supplies to comply with the requirements of the pertinent Connecticut General Statutes and Special Acts, Regulations of Connecticut State Agencies, rulings of the Secretary of Office of Policy and Management, ordinances and agreements of the Town, and pertinent decisions of several courts.

#### II. COMMENCEMENT AND COMPLETION DATES

- A. The Contractor agrees to commence the work on or before May 1, 2010. The Contractor agrees to complete the work through the informal public hearings which

commence on or before December 3, 2011 and end no later than December 17, 2011. The Contractor agrees to adhere to the Time Schedule for the revaluation project as set forth in the RFP Specifications.

III. COMPENSATION

- A. The Town agrees to give the Contractor the total sum of \$\_\_\_\_\_ as compensation for the Contractor's services to be performed, the software, operating systems, databases to be delivered; records, materials, forms and supplies to be furnished by the Contractor. The Contractor and the Town agree that the methods of billing and payments shall be as set forth in the RFP Specifications.

IV. TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT

- A. The Town and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of the other party with respects to all covenants of this Agreement.
- B. The Contractor agrees that it shall not transfer, assign or sublet the contract, or any part therein, or any interest therein without first receiving prior written approval from the Town and the bonding company, and further agrees that any such assignment or transfer without prior written approval by the Town and bonding company shall not release the Contractor from any responsibility of liability as set forth in this contract and specifications.
- C. Nothing contained in this Contract or the RFP Specifications shall be deemed to create any contractual relationship between any subcontractor and the Town.

V. INDEMNIFICATION AND CONDITIONS

- A. The Contractor is an independent contractor and, as such, is not and shall not be construed to be an agent or employee of the Town of Newington. The Contractor further agrees to indemnify, hold harmless and defend the Town at the Contractor's expense from and against any and all liability for loss, damage or expense for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract, or costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this Contract.
- B. Upon execution of this Contract, and thereafter, no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this Contract, the Contractor shall deliver to the Town a certificate(s) of insurance to show compliance with the RFP specifications.

- C. Each policy of insurance shall be issued by financially responsible insurers duly licensed to do business in the State of Connecticut. The insurers shall be acceptable to the Town and shall have an A.M. Best Company rating of "A+" or better.
- D. Each policy of insurance shall include a waiver of subrogation in favor of the Town and shall provide no less than thirty (30) days notice to the Town in the event of a cancellation or change in conditions or amounts of coverage.
- E. The Contractor will promptly notify the Town of any claim or case formally brought against the Contractor.
- F. The Contractor's Software License Agreement is attached hereto and made a part hereof.

VI. MISREPRESENTATION OF DEFAULT

- A. The Town may void this agreement if the Contractor has materially misrepresented any offering or defaults on any contract with any other Connecticut municipality.

VII. CANCELLATION

- A. If the Contractor does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the Contractor shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt then and forthwith thereafter, the Town shall have the right at its option and without prejudice to its right hereunder to terminate the Contract and withhold any payments due.
- B. If the Contractor fails to perform the Contract in accordance with its terms or if the Town reasonably doubts that the Contractor's work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the RFP Specifications and any addendum thereto, the Town shall have the right, in addition to all other remedies it may have, upon seven (7) calendar days written notice to the Contractor and its surety bonding company, to declare the contract in default and thereby terminated, and to award the Project or the remaining work thereof, to another contractor. If this termination clause is invoked, the Contractor's agents and employees shall, at the Assessor's direction, vacate in an orderly fashion the office space provided by the Town leaving behind all records, properly filed and indexed, as well as other property of the Town. Any funds held by the Town under the Contract shall become the property of the Town to the extent necessary to reimburse the Town for its costs in obtaining another contractor and supervising the transition. Termination of the Contract and retention of funds by the Town shall not preclude the Town from bringing an action against the Contractor for damages or exercising any other legal, equitable, or contractual rights the Town may possess in the event of the Contractor's failure to perform.

VIII. LITIGATION

- A. In the event of appeal to the courts, the Contractor may furnish a competent witness or witnesses, approved by the Assessor, to defend the valuation of the properties appraised. It is understood that the contractor may furnish said witness or witnesses on any court action instituted on the October 1, 2011 Grand List until final adjudication by the courts. The Assessor may choose to proceed without witnesses from the Contractor based on prior mutual agreement. The Contractor shall be limited to five (5) person days for court appeals. The Contractor shall not be held responsible for any assessment changed from the original valuation figure by parties other than the Contractor.
- B. It is understood that the Contractor will bill for services requested by the Assessor for court defense and/or preparation in excess of five (5) person days at the rate of \$700 per diem for residential properties and \$800 per diem for commercial/industrial properties. A single per diem shall be defined as seven (7) hours.

IX. NOTICES

- A. Notices shall be deemed to have sufficiently been given if in writing and delivered either personally or by certified mail to the authorized representative of the other party. From the Town to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. From the Contractor to the Town:

John. L. Salomone, Town Manager  
Town of Newington  
131 Cedar Street  
Newington, CT 06111

- C. A notice shall be deemed to have been given on the date the notice is sent.

X. DISPUTE RESOLUTION

- A. The sole remedy for any claim, dispute, or other matter in question arising out of or related to this contract will be either by mediation or by legal or equitable suit filed in Superior Court for the Judicial District of New Britain. The parties further agree that no party is entitled to arbitration for any claim, dispute or other matter in question arising out of or related to this Agreement.

XI. OTHER CONDITIONS

- A. The Town and the Contractor shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the project team.
- B. Town of Newington Request for Proposals No. 2, 2009-10, Full Inspection Revaluation Services, is attached hereto and incorporated herein as Attachment A.
- C. The Contractor's Qualifications Statement entitled "\_\_\_\_\_" and dated December 3, 2009 is attached hereto and incorporated herein as Attachment B.
- D. The Contractor's Fee Proposal entitled "\_\_\_\_\_" and dated \_\_\_\_\_, 2009 is attached hereto and incorporated herein as Attachment C.

This Agreement constitutes the entire Agreement between the Town and the Contractor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the TOWN OF NEWINGTON and

\_\_\_\_\_ have

Executed this contract on the date first above-written.

In the presence of:

TOWN OF NEWINGTON

\_\_\_\_\_

By: \_\_\_\_\_

John L. Salomone,  
Its Town Manager

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_